

^{her} assigns, covenants to bury its lines of pipe so that the same will not interfere with the cultivation of said premises.

In consideration of the sum of One dollar in hand paid, it is hereby further agreed that the Oklahoma Natural Gas Company, its successors, or assigns, may at any time lay additional lines of pipe alongside of the first line, as herein provided, for, upon payment of all additional damages and subject to the same conditions, provided assent and approval of the Secretary of the Interior be had herefor, if within the jurisdiction of such Secretary at that time.

It is hereby further agreed that the Oklahoma Natural Gas Company, its successors or assigns, shall have the right to change the size of its said line of pipe, the damage, if any, to crops and surface by reason of such change to be paid by the said grantee, its successors, or assigns.

The damage for and because of the laying of the first line of pipe are included in the above payment. All damages thereafter to fences, crops, and premises, which may be suffered by reason of the maintenance, operation or alteration of said lines of pipe to be assessed under the direction of the Secretary of the Interior, or, in case of removal of restrictions as to the then owner thereof, said damages if not mutually agreed upon to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the Oklahoma Natural Gas Company, its successors or assigns, and the third by two so appointed as aforesaid, and the award of such three persons shall be final and conclusive.

Dated this 2nd day of December 1909.

her
Martha Naharkey X for herself and
mark
as guardian for Millie Naharkey, sole heirs
of Moses Naharkey, dec'd.

Witness:
Mitchell Star,
Post Office, Red Fork, Okla.

W.L. Nixon, Post Office, Tulsa, Okla.

State of Oklahoma)

County of Tulsa. (S.S.

Before me, the undersigned, a Notary Public, in and for the County aforesaid on this 2nd day of December 1909 personally appeared Martha Naharkey Guar. Millie Naharkey to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes therein set forth.

Witness my hand and official seal.

(seal)

W.L. Nixon, Notary Public.

My commission expires June 17th 1913.

The amount stated in the above and foregoing agreement and receipt namely: Twenty two & 50/100 (\$22.50) dollars has been agreed upon by us as the proper and fair consideration and appraisal for the rights conveyed and the damages as therein stated, and such amount has been paid over and accepted by the grantor in cash and in our presence in full payment and settlement therefor.

Charles V. Pyle, Appraiser, representative of the
United States, Indian Superintendent, Union Agency.

W.T. Mapes, Agent and representative of
Oklahoma Natural Gas Co.